

OPTION AGREEMENT TO PURCHASE

WETLANDS RESERVE PROGRAM
OPTION AGREEMENT TO PURCHASE NO. _____

This Option Agreement is between the Commodity Credit Corporation (hereafter "CCC"), and the following named Landowner(s), their heirs, successors and assigns (hereafter "Landowner"):

Name: _____

Address: _____

In consideration of One Dollar (\$1.00), receipt of which the Landowner acknowledges, CCC and the Landowner agree that:

1. To further the Wetlands Reserve Program (WRP), if CCC exercises this option to purchase, the Landowner agrees to convey a WRP easement to the United States of America. The WRP easement is attached as EXHIBIT A and encumbers the land generally described or depicted on EXHIBIT B, (hereafter the "Property"). Except for normal farming, pasturing, and grazing, the Landowner agrees not to do, or allow others to do, any act by which the value or title to the Property may be diminished or encumbered.

2. Subject to the terms of this Agreement, CCC will pay the Landowner \$_____ for conveyance of the easement. The Landowner agrees to accept this amount as the full and final compensation for the easement. This offer is based on an estimated _____ acres subject to change based on final acreage determination.

3. CCC will arrange for closing of the easement conveyance which may involve use of a title company or other closing agent. CCC will secure at its expense title evidence sufficient to meet Federal standards.

4. At closing, the Landowner agrees to execute an easement deed in the form described in EXHIBIT A, along with any other document which is necessary for the United States to acquire a satisfactory title to the Property. The Landowner shall pay at closing any conveyance taxes and taxes owing against the Property.

5. With prior notice to the Landowner, CCC may hereafter enter upon the Property for planning and acquisition purposes prior to closing. At its cost, CCC may survey and monument the Property and any associated access route.

6. All terms and conditions of this Agreement are expressly stated herein, and there are no other related representations or promises. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or benefit from it.

7. This agreement is effective for _____ months from the date of execution below. During that period, CCC has the option to acquire the easement for the stated purchase price.

8. Except for reasons beyond the control of the Landowner, if the Landowner fails to convey the easement, the Landowner will be in default and shall pay the United States the amount of costs incurred by CCC for survey and all other actions taken after the date, and in furtherance, of this Option Agreement.

Executed this _____ day of _____, 199__.

Landowner(s) _____

CCC _____

Title _____

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.